

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**FRATERNAL ORDER OF POLICE
OAK FOREST HOSPITAL POLICE (HS1)**

AND

COUNTY OF COOK

Effective

December 1, 2004 through November 30, 2008

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PREAMBLE

THIS AGREEMENT is entered into by and between **THE COUNTY OF COOK ON BEHALF OF OAK FOREST HOSPITAL OF COOK COUNTY**, hereinafter referred to as the Employer, and the **Fraternal Order of Police OAK FOREST HOSPITAL POLICE OFFICER** hereinafter referred to as the Union, this 22nd day of July 2008 and is in recognition of the Union's status as the sole and exclusive representative of certain full time employees as set forth in Article I of this Agreement. The basic purpose of this Agreement is the promotion of harmonious relations between the parties, the establishment of an equitable and orderly procedure for resolving differences arising out of the employment relationship and the establishment of rates of pay, hours of work, and other conditions of employment for employees in the unit described in Article I hereof. It is understood by the parties that the unit may be modified subsequently under the procedures of the Illinois Public Labor Relations Act.

ARTICLE I RECOGNITION OF BARGAINING AGENT

Section 1.1. Recognition of Bargaining Agent:

The Employer agrees during the term of this Agreement to recognize the Union as a sole and exclusive bargaining agent with respect to wages, hours and conditions of employment for employees in the following unit:

Included: All full time police officers in the job classification of Public Safety Officer I employed at the Oak Forest Hospital facilities.

Excluded: All supervisory, managerial and confidential employees and all other employees of the County of Cook employed at the Oak Forest Hospital Facilities.

The employer agrees that all of its Public Safety Officers are peace officers as defined under relevant Illinois law.

Section 1.2. Fair Representation:

The Union recognizes its responsibility as the exclusive bargaining agent of all employees in the bargaining unit and agrees to fairly represent each and every employee regardless of whether they are members of the Union.

Section 1.3. Conduct of Union Business:

Union stewards may be permitted to conduct a reasonable amount of Union business during working hours without loss of pay. However, this shall in no way obligate the Employer for straight or overtime pay when the employee is conducting such business during the steward's non-work hours. The Union recognizes that no union business may be conducted during working hours if said business adversely affects the efficient operation of the Department.

Section 1.4. Labor-Management Meetings:

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held if mutually agreed between no more than two (2) Chapter representatives and the Director of Public Safety or his/her designee. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the specific agenda for such conference. Such conferences, times and locations, if mutually agreed upon, shall be limited to:

- a. discussion on the implementation and general administration of this agreement;
- b. a sharing of general information of interest to the parties;
- c. safety and uniform/equipment issues; and
- d. review/discussion of existing and/or proposed policies, rules and regulations and changes to employee's current work duties or responsibilities.

It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such conferences.

Attendance at labor-management conferences shall be voluntary on the employee's part. Attendance at such conferences shall not interfere with required duty time and attendance, if during duty time, is permitted only upon prior direction of the Director of Public Safety or his designee.

ARTICLE II MANAGEMENT RIGHTS

Section 2.1. Management Rights:

Except as specifically limited by the express provisions of this Agreement, the Employer retains all traditional rights to manage and direct the affairs of the Oak Forest Hospital Public Safety Department (Police and Fire Combined Services) in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine, increase or decrease the budget and all the operations, services, policies, practices and missions of the Oak Forest Hospital Public Safety Department (Police and Fire Combined Services); to supervise and direct the working forces including the right to utilize working supervisors; to establish the qualifications for employment; to schedule and assign work; to establish and eliminate specialty positions and to select personnel to fill them; to transfer and reassign employees; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods; to determine the methods, means,

organization and number of personnel by which departmental operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate, promote or demote employees and to establish the standards for such promotions; to establish performance standards; to discipline, suspend and/or discharge non-probationary employees for cause, in accordance with the Rules of Cook County Rules; to determine fitness and training needs and to assign employees to training; to determine and implement internal investigation procedures; to increase or decrease the size of the work force; to take any and all actions as may be necessary to carry out the mission of the Employer and the Oak Forest Hospital Public Safety Department (Police and Fire Combined Services) in the event of civil emergency as may be declared by the Director of Oak Forest Hospital, the Director of Oak Forest Hospital Public Safety Department or their authorized designees, which may include, but are not limited to: riots, civil disorders, tornado conditions, floods or other catastrophes or financial emergencies, and to suspend the terms of this Agreement during such civil emergency; and, to generally carry out the mission of Oak Forest Hospital, provided that all provisions of this Agreement shall be immediately reinstated once the disaster or emergency conditions cease to exist.

ARTICLE III **PERSONNEL FILES**

Section 3.1. Personnel Files:

The Employer shall maintain the employee's official personnel file. Such file may contain records generated by the Employer, copies of personnel transactions, correspondence with the employees, evaluation reports, and any other materials of the employee's professional activities. Any disciplinary action taken by the Employer against the affected employee shall be included in the personnel file. Employees may review their own personnel file during regular Employer business hours. The employee must provide reasonable notice to the Employer to schedule a date and time to comply with the request.

Section 3.2. Purge of Personnel/Disciplinary Files:

Upon the request of an employee or of the Union, verbal reprimands will be purged from an employee's record if the employee is free from the same or similar offense for twelve (12) consecutive months. Upon the request of the employee or of the Union, written reprimands will be purged from an employee's record if the employee is free from the same or similar offense for twenty-four (24) consecutive months.

Section 3.3. Personnel File Statutes:

The Employer agrees to abide by the lawful requirements of the "Access to Personnel Records Acts," set forth in the Illinois Compiled Statutes, 820 ILCS 40/2 et. seq.

Section 3.4. Evaluations:

The parties understand that covered employees will be evaluated on a periodic basis and may be counseled by the Employer and its designated supervisors. Covered employees will be shown all

final written evaluations, and will have the opportunity to respond in accordance with the Cook County Department of Personnel Employee Performance Report Guide. All evaluations, along with any employee response, shall be placed in the employee's official personnel file. Copies of written evaluations shall be provided covered employees in accordance with the Cook County Department of Personnel Employee Performance Report Guide.

ARTICLE IV UNION SECURITY

Section 4.1. Dues Check off:

The Employer agrees the Employer will deduct Union membership dues in an amount established by the Union and certified in writing to the Employer during the effective dates of this Agreement. Union membership dues will be deducted in each pay period for each employee in the bargaining unit who has filed with the Employer a lawful, voluntary, effective dues deduction authorization form. Deductions will be made in each pay period beginning with the first full pay period commencing at least ten (10) working days following receipt by the Employer of the dues deduction check off authorization form. Such authorization forms shall remain in effect until revoked.

Total deductions collected will be remitted at least monthly by the Employer to an official designated by the Union at an address that is provided as soon as payroll warrants are prepared and verified. The Union agrees to refund to the employee(s), or to the Employer if applicable, any amounts paid to the Union in error on account of this dues deduction provision.

Section 4.2. Revocation of Dues Check off:

A Union member desiring to revoke the dues check off may do so at any time upon written authorization to the Employer. Dues shall be withheld and remitted to the Union unless or until the Employer receives a notice of revocation of dues check off from an employee, or notice of termination of employee's employment, or employee is no longer a member of the bargaining unit, or expiration of the time during which such withholding was authorized, or total amount withheld has been withheld, or there are insufficient funds available in the employee's earnings after deductions for withholding tax, state insurance and any other mandatory deductions required by law.

Section 4.3. Fair Share Payments:

On the effective date of this Agreement, if the unit has a majority of union members, as certified through the calculation of employees making dues deductions, non-union members employed in status positions in the unit, (including officers demoted to positions within the bargaining unit), who choose not to become members shall be required to pay a fair share fee not to exceed the amount of dues uniformly required of members. Such fair share fee by non-members, shall be deducted from the earnings of the non-member employee, and remitted to the Union, provided, however, the Union shall certify to the Employer the amount constituting said fair share, not

exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment. Upon receipt of such certification, the Employer shall cooperate with the Union to ascertain the names of and addresses of all employee non-members of the Union from whose earnings the fair share payments shall be deducted.

Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, 50% of all fees being collected from non-union employees. The Union shall furnish the objectors and the Employer with verification of the terms of the escrow arrangement and, upon request, the status of the Fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.

If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the Employer to change deductions from the earnings of non-members to said prescribed amount.

Such fair share provisions shall remain in effect for the duration of the Agreement.

If the bargaining unit does not have a majority of employees as union members, the exclusive bargaining agent may request an election of the bargaining unit employees to determine whether or not a fair share provision shall be applied to non-union members. Such election shall be conducted by a third party upon which the parties can mutually agree. Any costs associated with the process shall be assumed by the exclusive representative. If it is determined, by the normal and standardized balloting and election procedures established by the third party that a majority of bargaining unit employees who vote favor the fair share provision, such fair share provision, subject to the same conditions listed above, shall be implemented on the pay period following the certification of election results. If the majority of employees in the bargaining unit do not favor the fair share provision, such provision shall not be implemented for the duration of the Agreement. However, if the Union has requested an election and failed to receive a majority in favor of fair share, the provisions of the following paragraph shall not be applicable for the duration of the Agreement.

If during the duration of the Agreement the exclusive representative can show that a majority of bargaining unit employees are union members through certification of employees making dues deduction, the fair share provision shall be implemented during the pay period following such certification and shall remain in effect for the duration of the Agreement.

Section 4.4. Union Indemnification:

The Union shall indemnify, defend and hold the Employer, its members, officials, agents or representatives or the Employer, its employees, agents, or representatives harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and costs, arising from any action taken or not taken by the Board, its members, officials, agents or representatives, or the Employer, its employees, agents or representatives in complying with this Article or in reliance on any notice, letter, or written authorization forwarded to the Board or the Employer pursuant to this Article. The Union assumes full responsibility and liability for the disposition of monies deducted from the salaries of employees for Union dues by the Employer once the Employer has remitted such monies to the officer designated by the Union to receive such remittance. The Union shall promptly refund to the Employer any funds received pursuant to this Article which are in excess of the amount of dues which the Employer has agreed to deduct.

Nothing in this Article shall require the Employer to deduct Union fines, penalties, or special assessments from the salary of any employee.

The Employer shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting authorized deductions for Union dues from the salaries of employees who authorize such deductions.

ARTICLE V GRIEVANCE PROCEDURE

Section 5.1. Policy:

The provisions of this Article supplement and modify the provisions of the County's Grievance Procedure applicable to all employees.

Section 5.2. Definition of Grievance

A grievance is a difference between an employee or the Union and the County with respect to the interpretation or application of, or compliance with, the agreed-upon provisions of this Agreement, the County's rules and regulations or disciplinary action.

Section 5.3. Grievance Procedure:

Recognizing that grievances should be raised and settled promptly, a grievance must be raised by the affected employee and/or the Union representative within thirty (30) calendar days after the occurrence of the event giving rise to the grievance, or within thirty (30) calendar days after the date when the employee or the Union Steward should have known of the event giving rise to the grievance, in accord with the following procedure (a working day shall not include Saturdays, Sundays, and holidays observed by the Employer):

The steps and time limits of the grievance procedure are as follows:

<u>Step</u>	<u>Time Limit for Step</u>	<u>To Whom Submitted</u>	<u>Meeting</u>	<u>Response</u>
1	30 calendar days	Immediate Supervisor	5 days	5 days
2	5 calendar days	Hospital Dir./ Designee	5 days 10 days	
3	10 calendar days	Director, H.R./ Designee	30 days	30 days
4	10 calendar days	Arbitration	30 days	30 days

The Union will send copies of grievances appealed or submitted at steps three and four to the County's Chief of Human Resources or his/her designee.

Section 5.4. Impartial Arbitration:

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration by giving written notice to the Chief of Human Resources within ten (10) working days after receipt of the Chief of Human Resources answer in Step Three.

- A. If the parties are unable to agree upon an arbitrator within ten (10) working days after the Employer's representative receives the notice of referral, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators, all of whom shall be members in good standing of the National Academy of Arbitrators, and all of whom shall maintain business offices in the States of Illinois, Indiana, Michigan, Wisconsin or Iowa. Upon receipt of the panel, the Union shall strike two names and the Employer shall then strike two names, and the person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators in its entirety and request that a new panel be submitted.
- B. The arbitrator shall be notified of his or her selection and shall be asked to set a time and a place for the hearing, subject to the availability of The Employer and Union representatives. Upon the request of either party, the arbitrator shall have the power to require the presence of a reasonable number of witnesses or documents.
- C. The arbitrator shall have no power, in his or her decision or award, to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. He or she shall consider and decide only the specific issue submitted to him or her as raised and presented in writing at Step One and shall have no authority to make his or her decision on any issue not so submitted. His or her decision shall be based solely upon an

interpretation of the meaning or application of this Agreement to the facts of the grievance presented. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing. The arbitrator shall submit in writing his or her decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he or she shall determine an appropriate remedy. However, the arbitrator shall have no authority to make any decision or award which is in any way contrary to or inconsistent with the applicable laws or rules and regulations of administrative bodies that have the force and effect of law. Nor shall the arbitrator have any authority to limit or interfere with the powers, duties and responsibilities of the Employer or the Board under applicable statutory and case law. Any decision or award of the arbitrator rendered consistent with this Article, shall be final and binding on the parties. The costs of the arbitration, including the fee and expenses of the arbitrator and the cost of the court reporter and a written transcript, if any, shall be divided equally between the Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

Section 5.5. Time Limits:

Time limits may be extended by mutual agreement in writing between the Union and the County.

Section 5.6. Stewards:

The Union will advise the County in writing of the names of the stewards for each shift agreed upon with the County and shall notify the County of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, stewards will be permitted to handle and process grievances in the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that such activity shall not exceed a reasonable period of time.

Section 5.7. Union Representatives:

Duly authorized representatives of the Union will be permitted at reasonable times to enter the Hospital for purposes of handling grievances or discipline, or to observe conditions under which employees are working. These representatives will be identified to the Hospital's Director/designee in a manner suitable to the County, and on each occasion will first secure the approval of the Hospital Director/designee to enter the Hospital and conduct their business so as not to interfere with the operation of the Hospital. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general Hospital and medical office rules applicable to non-employees.

ARTICLE VI HOURS OF WORK AND OVERTIME

Section 6.1. Purpose:

This Article defines the normal hours of work, and establishes the basis for the calculation of overtime. It is not, however, a guarantee of hours of work per day, work period, month or year. Covered employees shall continue to work on permanent shifts, with days off rotating every four (4) weeks. This Article is not intended to establish a right to compensation in any form for time not worked except as specifically provided for in this Article. The regular pay period for an

employee shall consist of two (2) regular work weeks.

The work day for covered employees shall be eight (8) hours.

Each employee shall be allowed a paid one (1) hour meal period per tour of duty. Officers are subject to priority calls during this time, but if the meal period is seriously interrupted by emergency work duties, work permitting, the officer shall be allowed additional time off for the period of time interrupted. The employee must have approval from the responsible supervisory authority for the time the meal is taken and the location.

Section 6.2. Overtime:

An employee shall be paid at one and one-half (1 ½) times their regular hourly rate of pay for hours worked beyond eight (8) hours in a work day or eighty (80) hours in any regular work period. When the occasion for overtime assignment arises as a result of a replacement of a bargaining unit member or because of a special detail, it shall be distributed in the following manner.

When the County has sixteen (16) hours or less notice, it shall be offered to the full time bargaining unit members who are working at the time such notice becomes available on the basis of seniority, with overtime being offered by seniority on a rotating basis beginning with the most senior employee. An employee who declines the overtime shall be counted as having worked the overtime and will be placed at the bottom of the rotation list. An employee who works the overtime will be placed on the bottom of the rotating list. The next most senior employee will then be at the top of the overtime rotation list.

When the County has over sixteen (16) hours notice, the overtime shall be offered to the full time bargaining unit members on the basis of departmental seniority rotation.

Employees will be expected to perform any reasonable amount of overtime work assigned to them but in no case will any employee be required to work more than twelve (12) consecutive hours except in an emergency situation. The County shall maintain overtime records which shall be made available for inspection by the Union.

For purposes of this Article, hours worked shall mean hours actually worked and all authorized paid leave, except sick leave. Pay for overtime hours worked during the regular work period shall not be duplicated or pyramided.

Section 6.3. Court Time:

An officer who is required by the Employer to be in court while off duty, shall be compensated at one and one-half times his or her regular hourly rate of pay for hours spent on court time, with a minimum of three (3) hours compensated.

Section 6.4. Call-Back Pay:

If an employee covered by this Agreement is called back to work after completion of the regularly scheduled shift, the officer shall receive a minimum of three (3) hours compensation at one and one-half times the officer's straight time rate of pay. It shall not constitute a callback if the officer is required to remain on duty past the officer's regular tour of duty. Whenever an officer is

required to report for duty prior to their regular tour of duty it shall be considered a callback only in the event that the hours of work are not continuous with the regular tour of duty.

Section 6.5 Compensatory Time:

At the employee's option, in lieu of time-and-a-half pay, such overtime could be accumulated Compensatory time calculated at the overtime rate.

All compensatory time earned from whatever source may be accumulated to a maximum of 160-hours. All hours earned in excess of 160 hours shall be paid in cash. Absent unusual circumstances, overtime shall be paid within one pay period of the date a report of such overtime is received by the Timekeepers in the Oak Forest Hospital Public Safety Department.

Compensatory time off may be used in time blocks of one hour or more at a time mutually agreed upon between the Employee and his/her Supervisor.

**ARTICLE VII
VACATION**

Section 7.1. Eligibility:

Vacations credit shall be earned each month during which the employee is in an active pay status for at least eighty (80) straight-time hours. The amount of paid vacation will be according to the following schedule.

<u>Years of Service Completed</u>	<u>Accrued Vacation</u>
<u>At Least</u>	
1	3 weeks
5	4 weeks
10	5 weeks

Employees employed for six (6) months shall be entitled to one (1) week vacation with pay, which shall be deducted from the three (3) weeks vacation with pay to which they are entitled after one (1) year.

Section 7.2. Eligibility Year:

An employee's vacation eligibility year shall be the twelve (12) month period immediately preceding the anniversary of his most recent date of hire. An employee must take the vacation to which he is entitled as of his most recent anniversary date during the next twenty-four (24) month period following the anniversary date. Vacations may not be carried over beyond such period, and an employee will not be compensated for vacation time not taken. Employees with more than twelve (12) months of service will be permitted to take vacation time off as it is earned.

Section 7.3. Vacation Accrual:

During the employee's first four(4) years of service, vacation credit will accrue at the rate of 1 1/4

days per month (1.16 days per accounting period); during the next five years at the rate of 1-2/3 days per month (1.54 days per accounting period); and thereafter at the rate of 2-1/2 days per month (1.93 days per accounting period). In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.

Section 7.4. Vacation Pay:

Vacation pay shall include shift differential pay for employees who have been regularly assigned to evening or night shifts for a period of at least four (4) months prior to the time the vacation is taken. Employees so assigned to evening shifts for only a portion of their regular work week shall receive pro rata inclusion of shift premium in their vacation pay. Temporary assignments of such employees to the day shift shall not affect their right to receive such shift differential as part of their vacation pay.

Section 7.5. Vacation Preference and Scheduling:

Insofar as practicable, vacations will be granted to meet the requests of employees, and seniority will control in conflicts between employees covered by this Agreement at the time of scheduling vacation periods, except that an employee may not exercise seniority preference for vacation choice more than once in a calendar year unless other employees involved have also previously used such preference.

On February 1 and August 1 of each year, the employer will post a schedule showing the number of employees who will be permitted to be on vacation at any one time during the six months beginning respectively on April 1 and October 1. By March 1 and September 1 respectively, employees will indicate their first, second and third choices for vacation. The employer will schedule vacations based on seniority preference and notify covered employees in writing of their approved vacation time no later than ten (10) calendar days prior to April 1 and October 1 respectively. When two (2) weeks notice is given, vacation periods may be exchanged by employees when time is available on the posted schedule.

Except for emergencies, employee shall provide at least 24-hours notice of request for vacation. There shall be one (1) overtime per shift per day allowed to cover any vacation requests. Any other written vacation request may be used on a first come, first serve basis provided the employee has the vacation time already accrued. Approval or denial will be submitted as soon as possible after the request is made, but in no case will the approval or denial be delayed for more than fifteen (15) days after the request is made. All emergency requests will be granted whenever possible. Employees who begin work after March 1 or September 1 will be considered for that six (6) month period to have the least seniority for vacation purposes.

Section 7.6. Accrued Benefits at Separation:

Upon termination of employment, the employee shall be paid all vacation, holiday and overtime pay accrued through the last day worked, but shall not be paid for any accumulated sick time.

Section 7.7. Prior Service Credit:

Any covered employee who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Water Reclamation District of Greater Chicago and/or the Chicago Board of Education, or other County Agency, shall have the right to have the period of such service credited and counted for the purpose of computing the number of

years of service as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit.

Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.

ARTICLE VIII HOLIDAYS

Section 8.1. Regular Holidays:

The following are regular holidays:

New Year's Day
Presidents' Day
Memorial Day
Fourth of July
Columbus Day
Thanksgiving Day

Lincoln's Birthday
Martin Luther King's Birthday
Labor Day
Veterans Day
Christmas Day
Floating Holiday

In addition to the foregoing paid holidays, employees shall be credited with one (1) floating holiday on December 1 of each year, which may be scheduled in accordance with the procedures for vacation selection set forth in Article VII, Section 7.5. If an employee elects not to schedule said day as provided above, the employee may request or use his/her floating holiday at any time during the fiscal year. Requests shall not be unreasonably denied. If an employee is required to work by the employer on a scheduled floating holiday, the employee shall be entitled to holiday pay pursuant to this Article.

Section 8.2. Eligibility:

To be eligible for holiday pay, an employee must satisfy each of the following requirements:

- a. The employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless the employee has a reasonable explanation for failing to report.
- b. The employee must have worked at least forty (40) hours during the pay period in which the holiday occurs unless the employee was on vacation or paid sick leave during such period.

Section 8.3. Working Holidays:

Because the Employer operates Oak Forest Hospital every day of the year and it is not possible for all employees to be off duty the same day, the Employer has the right at its sole discretion to require any employee to work on any of the holidays listed in Section 8.1. Any employee who works on a holiday shall receive one and one-half times the employee's regular hourly rate for the

hours actually worked plus holiday pay at eight (8) hours pay, including shift premium, if applicable, at the same hourly rate.

It is understood that eight (8) hours of holiday time earned may be taken as holiday time off by mutual agreement between the immediate supervisor/watch commander and the employee. Requests for the use of accrued holiday time off shall not be unreasonably denied. In the case of conflicting requests for the use of holiday time off, seniority shall control.

Section 8.4. Holidays and Vacations:

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation.

Section 8.5. Failure to Report:

An employee scheduled to work on a holiday but who fails to report shall not be eligible for a paid holiday, unless the employee has a reasonable explanation for failing to report.

Section 8.6. Holiday Pay:

Employees eligible for holiday pay shall be paid eight (8) hours pay, including shift premium, if applicable, at their hourly rate.

**ARTICLE IX
SICK LEAVE**

Section 9.1. Sick Pay:

An employee shall accumulate sick pay credits at the rate of one (1) day for each month of service in which the employee works or is paid for at least ten (10) working days. Employees may accumulate and carry over to the next fiscal year a maximum of one hundred fifty (150) days. An employee will not earn sick pay credit while on leave of absence without pay, or during any period the employee is absent from work because of an occupational illness or injury. Employees using sick leave benefit will be paid at the straight time hourly rate, plus shift differential when applicable. Up to the employee's accumulated sick pay credits, an employee prevented from working because of the employee's illness in the employee's immediate family, shall be entitled to receive sick pay for each day the employee otherwise would have worked. Sick time is not to be used by employees as vacations or simply to take time off with pay, but employees shall not be disciplined for the bona fide use of sick time.

Section 9.2. Notification of Use of Sick Leave:

An employee using sick leave shall notify the watch commander at least two (2) hours prior to the employee's scheduled shift.

Section 9.3. Medical Leave of Absence:

Covered employees shall be entitled to leaves of absence for medical reasons as set forth in the Rules of Cook County.

ARTICLE X LEAVES OF ABSENCE

Section 10.1. Bereavement Pay:

In the event of death in the immediate family or household, an employee who has completed the probationary period will be granted as an excused absence such time as reasonably may be needed in connection therewith. For purposes of this Article, an employee's immediate family includes mother, father, husband/wife, child (including step children and foster children), brothers/sisters, grandchildren/grandparents, spouse's parents or such persons who have reared the employee. Any of the days between the date of death and date of burial (both inclusive), plus any necessary travel time, on which the employee would have worked except for such death and on which he/she is excused from his/her regularly scheduled employment, shall be paid for at the regular straight-time hourly rate (including any applicable shift premium), provided, however, that such payment shall not exceed three (3) normal days pay.

Section 10.2. Jury Duty:

In the event an employee is summoned for jury duty, which includes required reporting for jury when summoned, whether or not the employee is used as a juror, the Employer shall pay the employee the difference between the amount received for each day's service and the employee's regular straight-time earnings for the days such employee would have been scheduled to work, but for such jury service. The employee shall notify his/her supervisor promptly upon receipt of the jury summons.

Section 10.3. Election Day:

An employee who is a registered voter will receive two (2) hours time off (without pay) during his regular work day so that he/she may vote in any general election. An employee desiring to take such time off shall arrange the exact hours of intended absence with his/her supervisor at least two (2) work days prior to the election.

Section 10.4. Education and Seminars:

Employees who attend approved seminars which are related to their job shall receive pay for the hours they otherwise would have worked. If all employees wishing to attend a particular seminar are not able to attend, selection shall be made on the basis of seniority.

Section 10.5. Family Responsibility Leave:

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head. In addition, an employee who has at least (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household may, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to one (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Insurance coverage shall be maintained in accordance with the Family Medical Leave Act ("FMLA") leave, i.e., up to twelve (12) weeks and meeting FMLA standards.

Section 10.6. Seniority on Leave:

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan). Nor shall such period count toward an employee's entitlement to automatic progression in wage scale based on length of service. An employee returning from a leave of absence under this Article will be entitled to return to the same or comparable position held prior to commencement of such leave, if the employee has sufficient seniority, subject to applicable Federal or State laws.

Section 10.7. Retention of Benefits:

An employee will not earn sick pay or vacation credits while on leave of absence, except when absent from work because of an occupational illness or injury. An employee on leave of absence except for injured on duty (IOD) leave, maternity leave, or paternity leave or other leave as authorized by FMLA, will be required to pay the cost of the insurance benefits provided in Article XI in order to keep these benefits in full force and effect during the period of leave. An employee on maternity leave, paternity leave, or other leave as authorized by the FMLA, will be required to only pay that portion of insurance he/she paid prior to going on such leave. Arrangements for payment of such costs through normal deductions or otherwise must be made with the Hospital's Payroll Office prior to departure on the leave. For the failure to make such arrangements the County may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 10.8. Union Leave:

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Upon application within such year, such leave may be extended by mutual agreement of the Union and the County. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences and conventions of the Union, not to exceed ten (10) working days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in this Article.

Section 10.9. Military Leave:

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights provided for in the Universal Military Service and Training Act of 1951, as amended.

An employee who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year.

Section 10.10. Educational Leave:

Upon request, a leave of absence for a period not to exceed one (1) year may be granted to a full-time employee with at least two (2) years of County service, if operational needs allow, in order that the employee may attend a recognized college, university, trade or technical school, or high

school, provided that the course of instruction is logically related to the employee's employment opportunities with the County. Such leave shall not be arbitrarily or capriciously denied. Such leave may be extended for good cause and in accordance with the operational needs of the County.

Section 10.11. Use of Benefit Time:

Except where required by law, each employee covered by this Agreement shall not be required to use accumulated time prior to going on unpaid leave.

**ARTICLE XI
INSURANCE**

Section 11.1. Hospitalization Insurance: Employee Contributions:

The County shall provide employee and dependent health insurance benefits pursuant to the Health Care Appendix C, and covered employees shall be responsible for co-payments and premiums as set forth in that document.

Section 11.2. Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Worker's Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as a result thereof for no more than five (5) consecutive work days, may be allowed to use accrued sick leave for their days off; however, they shall not be permitted to apply for such sick leave until they have returned to work. Duty disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty Disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing his/her duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date his/her salary stops; such benefits to be reduced by any Workers' Compensation paid by the County. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, provided they are in no-pay status at that date. If an employee receives accrued salary beyond the 31st day then disability payment will not begin until the 1st day the employee is in no-pay status after the 30 days have expired. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the County otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty disability. A disabled employee is not required to be hospitalized at any institution operated by the County except as so ordered by the Industrial Commission. Since the County is responsible for the benefits payable in respect to duty disability due to occupational illness or injury, the County may monitor the medical services provided for an employee disabled due to occupational illness or injury. Disability benefits paid by the Annuity and Benefit Fund are subject to statutory limits.

Section 11.3. Life Insurance:

All covered employees shall be provided with life insurance, at the employer's expense, in an amount equal to the employee's annual salary. Employees shall be eligible to purchase additional

life insurance, at the applicable group rate, in an amount equal to the employee's annual salary.

Section 11.4. Pension Plan:

The County Employees and Officers Annuity and Benefit Fund will be continued in effect for the duration of this Agreement and all employees of the County are required to become members of that Fund. The Fund will continue to provide employees with annual statements of their interests therein.

Section 11.5. Flexible Benefits Plan:

All covered employees shall be eligible to participate, at no cost to them, in any flexible benefits plan established by the County. Any such plan shall include segregated IRS accounts for child care and medical expenses.

ARTICLE XII SENIORITY

Section 12.1. Probationary Period:

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be one year. The probationary period shall be extended for a period equal to the time required for any formal training program required of any probationary employees, and the Union shall be consulted about the instituting of any such training program which extends the probationary period. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any lawful reason, and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of most recent hire.

Section 12.2. Transfer, Layoff and Recall:

In cases of transfer, employees shall have first preference in order of their seniority, as hereinafter provided, provided that the employee has the ability and fitness to perform the required work. In cases of layoff or recall for a period in excess of five (5) calendar days, employees shall be laid off in inverse order of seniority and recalled in order of seniority; provided, however, that the County may retain a less senior employee if there is no employee with greater seniority who has the ability and fitness to perform the required work. The employer shall not hire any new employees prior to the recall of current employees who have been laid off. The affected employees and the Union shall be given notice thereof at least thirty (30) days prior to the effective date.

Employees laid off as a result of this procedure, shall be subject to recall in accordance with the recall provisions of this Agreement before hiring new employees. Said recall shall be to the officer's former position.

All of the foregoing is conditioned upon the employee's ability and fitness to perform the job.

Section 12.3. Return to Represented Unit:

An employee who has been promoted or transferred out of the represented unit, and who is later transferred back to the unit, shall upon return to the represented unit be granted the seniority he/she would have had the employee continued to work in the classification from which promoted or transferred out of the unit.

Section 12.4. Seniority List:

On December 1st and June 1st of each year, the County will furnish the union a list showing the name, number, address, classification and last hiring date of each employee. The County shall post a similar list without employee addresses. Within (30) calendar days after the date of posting, an employee must notify the County of any error in his/her last hiring date as it appears on that list or it will be considered correct. The County will furnish the union monthly reports of any changes to such list. After furnishing any such list an employee must notify the County of any error within (10) calendar days thereafter, or the information so furnished will be considered correct and binding on the employee and the Union until a subsequent list is furnished by the County as provided herein provided that no changes in the hiring dates furnished in the original list will be permitted. At least quarterly, the County shall notify the Union in writing of the following personnel transactions involving bargaining unit employees within each department and on a work location basis: new hires, promotions, demotions, check off revocations, layoffs, re-employments, leaves, returns from leave, suspensions, discharges, terminations, retirements and Social Security numbers.

**ARTICLE XIII
WAGES**

Section 13.1. Wage Schedule:

Employees shall be compensated in accordance with the wage schedules attached to this Agreement, as Appendix "A". The attached wage schedule reflects the intent of the parties to equalize affected employees' wages with those of all other hospital police officers employed by the County of Cook in this Agreement. Should said other officers receive wage increases in excess of those received by affected employees, said affected employees shall receive wage increases equal to the difference thereof.

Effective the first full pay period on or after	12/01/04	1.00%
Effective the first full pay period on or after	12/01/05	1.00%
Effective the first full pay period on or after	06/01/06	2.00%
Effective the first full pay period on or after	12/01/06	1.50%
Effective the first full pay period on or after	06/01/07	2.50%
Effective the first full pay period on or after	12/01/07	2.00%
Effective the first full pay period on or after	06/01/08	2.75%

Non-compounded \$500.00 cash bonus for all employees in pay status on the date the Cook County Board approves the agreement per past practice.

Section 13.2. Shift Differential:

Covered employees will be paid a premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked between 4 p.m. and 8 a.m.

Section 13.3. Tuition Reimbursement:

Based on available funds, an employee may request reimbursement up to an amount no greater than \$300.00 in a fiscal year for employment related course-work. Applications should be made through the Cook County Bureau of Human Resources.

**ARTICLE XIV
DISCIPLINE**

Section 14.1. Progressive Discipline:

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action shall include the following:

- A. Verbal reprimand
- B. Written reprimand
- C. Suspension (Notice to be given in writing)
- D. Discharge (Notice to be given in writing)

No employee shall be transferred or detailed for punitive reasons. Disciplinary action as set forth above may only be imposed upon an employee for just cause.

Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

Section 14.2. Discipline Procedure:

After the issuance of a verbal or written reprimand, the Employer shall meet with the employee and Union representative, if requested, for the purpose of advising the employee of the charges and reasons for the disciplinary action.

Employees who are to be or may be discharged or suspended for a period of more than thirty (30) days shall be subject to the procedures set forth in the Rules of Cook County. Said employees are entitled to Union representation in any disciplinary proceedings consistent with the said procedures. Suspensions of thirty (30) days or less, written reprimands and verbal reprimands shall be appealable pursuant to Article V of this Agreement (Grievance Procedure).

Section 14.3. Uniform Peace Officer's Disciplinary Act:

The parties incorporate by reference all provisions of the Uniform Peace Officer's Disciplinary Act (Illinois Compiled Statutes 50 ILCS 725/1 et seq and as modified).

ARTICLE XV TRAINING

Section 15.1. Firefighter II Training:

The Employer agrees to continue to provide Firefighter II training to all covered employees, and shall do so until all covered employees are certified by the Fire Marshall's Office of the State of Illinois. Officers taking part in firefighter training pursuant to this section shall not be responsible for other assignments, scheduled or unscheduled, during the officer's training period. Scheduled training shall not affect the vacation and/or holiday schedules of those officers not taking part in said training. Employees are expected to obtain their Firefighter II certification within their initial probationary period. If the initial probationary period is extended, the time for achieving Firefighter II certification shall be extended to the expiration of the new probationary period. Current employees shall have one year from the date of this agreement to achieve their Firefighter II certification. A failure to achieve such certification shall be a valid consideration in evaluations given to employees under Article III, Section 3.4 of this Agreement.

Section 15.2. Training in General:

All covered employees assigned to training shall be given adequate notice of such training with a posting of the shift schedules. When training outside the Department is scheduled for Officers covered herein, said Officers shall be given as much notice as possible as the Employer receives notice from the training facilities.

Prior to the implementation of any new training (fire and/or police training), the Employer agrees to notify the Union of its intent to do so, and shall give the Union the opportunity to meet and discuss the training prior to said implementation.

ARTICLE XVI UNIFORM ALLOWANCE

Section 16.1. Uniform Allowance:

The County agrees to pay annually to all employees a clothing allowance of six hundred fifty dollars (\$650) per year. In addition, newly hired employees shall be paid an initial allowance of \$650.00 within 60 days of their successful completion of any formal training program required of any probationary employee. Employees are responsible for the care, cleaning and maintenance of all uniforms and equipment. The County shall continue to provide any and all uniforms and/or equipment required to perform the duties of Firefighter. Any substantial changes to the law enforcement uniform and/or equipment unilaterally made by the County shall be furnished and paid for by the County (first issue). Covered officers may use the annual uniform allowance set forth above for the purchase of the following items.

police star
(winter "bunny" cap)
five star cap
baseball cap
vest/body armor
neck ties

leather police jacket
navy blue trousers
shoulder patches
cap shield
pair handcuffs
duty weapon

navy blue utility style training uniform
winter shirts (light blue)
summer shirts (light blue)
winter coat

security holster and gun/utility belt
belt with ammo pouch
night stick
cargo pants

The County agrees to provide each employee with his/her own individually assigned duty weapon. Additionally, the County will provide twice annually scheduled weapons training and qualification.

Section 16.2 Safety Equipment:

The County will ensure that safety equipment and services meet the applicable requirements outlined by regulatory bodies such as OSHA, EPA, NIOSH, and NFPA.

**ARTICLE XVII
MISCELLANEOUS PROVISIONS**

Section 17.1. Ratification and Amendment:

This Agreement shall become effective when ratified by the Union and approved by the County Board of Commissioners, and when signed by authorized representatives thereof. This Agreement may be amended or modified during its term only with mutual written consent of both parties.

Section 17.2. Bulletin Board:

It is understood that the Union has the right to keep unit employees informed through the posting of Union notices. The Employer agrees to provide space in or proximate to the squad room and will install a Union bulletin board. This bulletin board will be used for posting Union notices of meetings and other items of official Union business, provided that the postings are of a non-inflammatory and non-political nature, after submitting them to the Director of Human Resources Services for approval.

Section 17.3. Safety:

The County shall endeavor to provide a safe and healthful work environment for all employees, including maintaining dependable equipment in working order. The County agrees to comply with all applicable state and federal laws. The parties shall share information adequately and fully in order to assure that health and safety issues are adequately addressed.

The County and the Union are committed to taking reasonable, necessary steps to limit and/or prevent the spread of communicable diseases in the workplace. Therefore, generally, the County agrees as follows:

1. To provide training and/or distribute written materials to employees regarding the protocols for preventing the spread of communicable diseases. The extent and level of training provided will vary based on the needs of the applicable entity.

2. To make professional medical counseling available to any employee who reasonably believes that she/he has become infected with TB, HIV or Hepatitis B during the course of his/her employment. The County shall make available to the employee who has occupational exposure during the course of his/her employment to blood or body substances, a Hepatitis B Immunoglobulin or a Hepatitis vaccine or TB screening test vaccine at no cost to the employee.

Section 17.4. Public Safety Department Rules and Regulations:

A copy of all existing policies, rules or regulations issued by the Director shall be provided to each member of the bargaining unit or posted. Any new or revised policies, rules or regulations issued by the Director shall be posted and circulated prior to their implementation.

The policies, rules and regulations of the Public Safety Department shall be fairly and equitably administered and enforced. Any employee shall have the right to appeal to the grievance procedure for violations of this clause.

Section 17.5. Outside Employment:

Officers desiring to engage in outside employment must apply in writing to the Director of Public Safety for permission. All outside employment is subject to approval by the Director of Public Safety, and such approval shall not be unreasonably withheld. The following general guidelines shall apply to all outside employment.

- A. Employees shall not work outside jobs involving gambling and the sale or distribution of alcoholic beverages or on the premises where such activity occurs.
- B. Any officer working for another police agency in the capacity of a sworn officer must obtain a hold harmless agreement indemnifying the Employer and the Board.
- C. Officers shall not wear or utilize any of the uniform provided by the Employer during the course of any outside employment.

Section 17.6. Contracting and Subcontracting of Work:

It is the general policy of the County to continue to utilize its employees to perform work they are qualified to perform. The County may, however, subcontract where circumstances warrant. The County will advise the Union at least three (3) months in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of 1984. The County will work with the Union in making every reasonable effort to place adversely affected employees into other law enforcement/security positions within the Cook County Health Bureau.

Section 17.7. Travel and Meeting Expense Allowances:

Employees shall be reimbursed for official business-related expenses to the extent permitted by the County's Travel Reimbursement Policies, as may be amended.

Section 17.8. No Discrimination:

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union. The County and the Union acknowledge that the County of Cook has adopted and implemented a human rights ordinance which will be complied with.

The parties agree that any violation of this Section, with the exception of violations involving Union membership, shall not be subject to the grievance procedure as set forth in this Agreement. Grievances not involving Union membership shall be handled according to the provisions of the Employer's published internal procedures for grievances alleging discrimination.

Section 17.9 Identification Cards:

The County agrees to provide all Chapter members, within sixty (60) days of the execution of this contract, identification cards similar to those issued to Cook County Hospital Security Officers. Such cards shall identify the employee as a commissioned peace officer, and as public safety officer of Oak Forest Hospital of Cook County.

The County shall provide all officers who retire in good standing with at least fifteen (15) years of service with an appropriate "retired police officer" badge and identification card.

**ARTICLE XVIII
NO STRIKE/NO LOCKOUT**

Section 18.1. No Strike:

During the life of this agreement or any extension thereof, the Union or any of its officers, agents, or representatives shall not directly or indirectly instigate, promote, cause, participate in or recognize nor authorize employees to instigate, promote, cause, participate in or recognize any strike, job action, work stoppage, slowdown, interruption of work, picket line, secondary boycott, or other interference of any kind with operations. The Union shall fully support the Employer in maintaining operations. The Union acknowledges the Employer has the right to seek injunctive relief in the event the Employer feels the Union has violated this Article.

Section 18.2. Discipline of Violators:

Employees shall not instigate, promote, cause, participate in or recognize any strike, job action, work stoppage, interruption of work, picket line, secondary boycott, or other interference of any kind with operations whatsoever with or without the authority or support of the Union, any of its officers, agents, representatives, members. Any employee who violates this Article may be subject to discipline, up to and including discharge. In the event an employee is in violation of this Article, any benefits as outlined elsewhere in this agreement shall be suspended during the course of the strike or work stoppage, and the employee shall not be entitled to any accrual thereof during the period of any such strike or work stoppage.

Section 18.3. Union Responsibility:

Furthermore, in the event that an employee represented by the Union violates this Article, the Union shall immediately use its best efforts to terminate the continuance of such violation and to

restore conditions to the status in which they existed prior to the violation. The Union shall post notices in conspicuous places where employees in the unit are most likely to see them, that express the Union's disapproval of employee(s) violation and to restore conditions to the status in which they existed prior to the violation.

Section 18.4. No Lock Out:

In consideration of the foregoing, the Employer agrees that during the term of this agreement it will not cause or participate in a lockout of bargaining unit employees.

**ARTICLE XIX
SAVINGS CLAUSE**

Section 19.1. Savings Clause:

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by virtue of legislative action or by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof so affected and the remaining provisions of this Agreement shall remain in full force and effect.

**ARTICLE XX
ENTIRE AGREEMENT**

Section 20.1. Entire Agreement:

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article II. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. The Union specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

The Agreement shall not supersede applicable Federal and State laws.

**ARTICLE XXI
TERMINATION**

Section 21.1. Termination:

This Agreement shall be effective as of the date of its execution, and remain in force and effect until November 30, 2008. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail, or hand delivery, at least one hundred twenty (120) days prior to the termination date that it desires to modify this Agreement. The notice shall be considered as given as of the date shown on the post mark, or the date of hand

deliver in which case a written, dated receipt shall be made. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement, or part thereof, between the parties. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date.

APPENDIX B 1

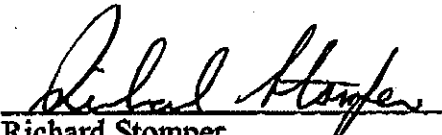
**SIDE LETTER OF AGREEMENT BETWEEN
THE COUNTY OF COOK ON BEHALF OF
OAK FOREST HOSPITAL PUBLIC SAFETY DEPARTMENT**

AND

**Fraternal Order of Police
OAK FOREST HOSPITAL PUBLIC SAFETY OFFICERS**

From December 1, 2004, until the execution of this Agreement, the parties agree that any employee who has received shift differential pay, pursuant to 13.2 will receive an extra \$0.25 per hour for every hour for which the shift differential premium was paid.

**UNION:
FRATERNAL ORDER OF POLICE
OAK FOREST HOSPITAL**


Richard Stomper
Fraternal Order of Police

7/18/08
DATE:

COUNTY OF COOK:

Michael Stillman

DATE:

Executed this 22 day of July, 2008 after ratification by the Union's membership and after receiving official approval by the County Executive and the Board of the Employer.

COUNTY OF COOK:

BY:



TODD STROGER, President
Cook County Board of Commissioners

ATTEST:



DAVID D. ORR
Cook County Clerk

UNION: Fraternal Order of Police, Labor Council

 7/18/08
Richard Stomper
Field Representative
Fraternal Order of Police

Fraternal Order of Police

Fraternal Order of Police

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 22 2008

COM _____

SCHEDULE XVII
BUREAU OF HUMAN RESOURCES
HOSPITAL SECURITY/OAK FOREST HOSPITAL

DECEMBER 1, 2004

<u>GRADE</u>	<u>1ST</u> <u>STEP</u>	<u>2ND</u> <u>STEP</u>	<u>3RD</u> <u>STEP</u>	<u>4TH</u> <u>STEP</u>	<u>5TH</u> <u>STEP</u>	AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE	AFTER 1 YR. AT 1ST LONGEVITY RATE AND 10 YRS. OF SERVICE	AFTER 1 YR. AT 2ND LONGEVITY RATE AND 15 YRS. OF SERVICE	AFTER 1 YR. AT 3RD LONGEVITY RATE AND 20 YRS. OF SERVICE
HS1	14,704	15,413	16,131	16,905	17,777	18,694	19,438	20,209	20,411
FOP	1,176.32	1,233.04	1,290.48	1,352.40	1,422.16	1,495.52	1,555.04	1,616.72	1,632.88
JC#2459	30,584	32,059	33,552	35,162	36,976	38,884	40,431	42,035	42,455

SCHEDULE XVII
BUREAU OF HUMAN RESOURCES
HOSPITAL SECURITY/OAK FOREST HOSPITAL

DECEMBER 1, 2005

<u>GRADE</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>	<u>AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE</u>	<u>AFTER 1 YR. AT 1ST LONGEVITY RATE AND 10 YRS. OF SERVICE</u>	<u>AFTER 1 YR. AT 2ND LONGEVITY RATE AND 15 YRS. OF SERVICE</u>	<u>AFTER 1 YR. AT 3RD LONGEVITY RATE AND 20 YRS. OF SERVICE</u>
HS1	14,851	15,567	16,292	17,074	17,955	18,881	19,632	20,411	20,615
FOP	1,188.08	1,245.36	1,303.36	1,365.92	1,436.40	1,510.48	1,570.56	1,632.88	1,649.20
JC#2459	30,890	32,379	33,887	35,514	37,346	39,272	40,835	42,455	42,879

SCHEDULE XVII
BUREAU OF HUMAN RESOURCES
HOSPITAL SECURITY/OAK FOREST HOSPITAL

EFFECTIVE JUNE 1, 2006

<u>GRADE</u>	<u>1ST</u> <u>STEP</u>	<u>2ND</u> <u>STEP</u>	<u>3RD</u> <u>STEP</u>	<u>4TH</u> <u>STEP</u>	<u>5TH</u> <u>STEP</u>	AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE	AFTER 1 YR. AT 1ST LONGEVITY RATE AND 10 YRS. OF SERVICE	AFTER 1 YR. AT 2ND LONGEVITY RATE AND 15 YRS. OF SERVICE	AFTER 1 YR. AT 3RD LONGEVITY RATE AND 20 YRS. OF SERVICE
HSI	15,148	15,878	16,618	17,415	18,314	19,259	20,025	20,819	21,027
FOP	1,211.84	1,270.24	1,329.44	1,393.20	1,465.12	1,540.72	1,602.00	1,665.52	1,682.16
JC#2459	31,508	33,026	34,565	36,223	38,093	40,059	41,652	43,304	43,736

SCHEDULE XVII
BUREAU OF HUMAN RESOURCES
HOSPITAL SECURITY/OAK FOREST HOSPITAL
EFFECTIVE DECEMBER 1, 2006

<u>GRADE</u>		<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>	<u>MAXIMUM RATE AND 5 YEARS OF SERVICE</u>	<u>AT 1ST AFTER 1 YR.</u>	<u>AT 2ND AFTER 1 YR.</u>	<u>AT 3RD AFTER 1 YR.</u>
								<u>LONGEVITY RATE</u>	<u>LONGEVITY RATE</u>	<u>LONGEVITY RATE</u>
HS1	Hourly	15,375	16,116	16,867	17,676	18,589	19,548	20,325	21,131	21,342
FOP	Bi-Weekly	1,230.00	1,289.28	1,349.36	1,414.08	1,487.12	1,563.84	1,626.00	1,690.48	1,707.36
JC#2459	Annual	31,980	33,521	35,083	36,766	38,665	40,660	42,276	43,952	44,391

SCHEDULE XVII
BUREAU OF HUMAN RESOURCES
HOSPITAL SECURITY/OAK FOREST HOSPITAL
UNION

EFFECTIVE JUNE 1, 2007

<u>GRADE</u>		<u>1ST</u> <u>STEP</u>	<u>2ND</u> <u>STEP</u>	<u>3RD</u> <u>STEP</u>	<u>4TH</u> <u>STEP</u>	<u>5TH</u> <u>STEP</u>	<u>MAXIMUM LONGEVITY RATE AND 5 YEARS</u>			<u>AFTER 1 YR. AT 1ST LONGEVITY RATE AND 10 YRS. OF SERVICE</u>			<u>AFTER 1 YR. AT 2ND LONGEVITY RATE AND 15 YRS. OF SERVICE</u>			<u>AFTER 1 YR. AT 3RD LONGEVITY RATE AND 20 YRS. OF SERVICE</u>		
HS1	Hourly	15,759	16,519	17,289	18,118	19,054	20,037	20,833	21,659	21,876								
FOP	Bi-Weekly	1,260.72	1,321.52	1,383.12	1,449.44	1,524.32	1,602.96	1,666.64	1,732.72	1,750.08								
JC#2459	Annual	32,779	34,360	35,961	37,685	39,632	41,677	43,333	45,051	45,502								

SCHEDULE XVII
BUREAU OF HUMAN RESOURCES
HOSPITAL SECURITY/OAK FOREST HOSPITAL

EFFECTIVE DECEMBER 1, 2007

<u>GRADE</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>	<u>AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE</u>	<u>AFTER 1 YR. AT 1ST LONGEVITY RATE AND 10 YRS. OF SERVICE</u>	<u>AFTER 1 YR. AT 2ND LONGEVITY RATE AND 15 YRS. OF SERVICE</u>	<u>AFTER 1 YR. AT 3RD LONGEVITY RATE AND 20 YRS. OF SERVICE</u>
HS1	16,074	16,849	17,635	18,48	19,435	20,438	21.25	22,092	22,314
FOP	1,285.92	1,347.92	1,410.80	1,478.40	1,554.80	1,635.04	1,700.00	1,767.36	1,785.12
JC#2459	33,434	35,046	36,681	38,438	40,425	42,511	44,200	45,951	46,413

SCHEDULE XVII
BUREAU OF HUMAN RESOURCES
HOSPITAL SECURITY/OAK FOREST HOSPITAL

EFFECTIVE JUNE 1, 2008

<u>GRADE</u>	<u>1ST</u> <u>STEP</u>	<u>2ND</u> <u>STEP</u>	<u>3RD</u> <u>STEP</u>	<u>4TH</u> <u>STEP</u>	<u>5TH</u> <u>STEP</u>	AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE	AFTER 1 YR. AT 1ST LONGEVITY RATE AND 10 YRS. OF SERVICE	AFTER 1 YR. AT 2ND LONGEVITY RATE AND 15 YRS. OF SERVICE	AFTER 1 YR. AT 3RD LONGEVITY RATE AND 20 YRS. OF SERVICE
HS1	16,516	17,312	18,12	18,988	19,969	21	21,834	22.7	22,928
FOP	1,321.28	1,384.96	1,449.60	1,519.04	1,597.52	1,680.00	1,746.72	1,816.00	1,834.24
JC#2459	34,353	36,009	37,690	39,495	41,536	43,680	45,415	47,216	47,690

APPENDIX B

**SIDE LETTER OF AGREEMENT BETWEEN
THE COUNTY OF COOK ON BEHALF OF
OAK FOREST HOSPITAL PUBLIC SAFETY DEPARTMENT**

AND

**Fraternal Order of Police
OAK FOREST HOSPITAL PUBLIC SAFETY OFFICERS**

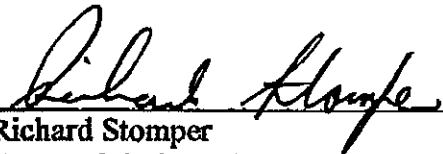
The County of Cook on behalf of Oak Forest Hospital Public Safety Department and the Fraternal Order of Police, Oak Forest Hospital Public Safety Officers do hereby agree to the following as a supplement of the Collective Bargaining Agreement between the parties, expiring November 30, 2008.

Duty Weapon and Qualifications:

Upon approval through the Cook County Budgetary process, the County agrees to provide each employee with his/her own individually assigned duty weapon. Additionally, the County will provide twice annually scheduled weapons training and qualification.

Executed this _____ day of _____ 2008, after ratification by the Union's membership and after receiving official approval by the County Executive and the Board of the Employer.

**UNION:
FRATERNAL ORDER OF POLICE
OAK FOREST HOSPITAL**


Richard Stomper
Fraternal Order of Police

DATE:

7/18/08

COUNTY OF COOK:

Michael Stillman

DATE:

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

PLAN DESIGN CHANGES EFFECTIVE 12/1/07 PAYROLL CONTRIBUTION CHANGES EFFECTIVE 6/1/08

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits (through 11/30/07)	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Individual Deductible *	None		\$0 / \$200	\$125 / \$250
Family Deductible *	None		\$0 / \$400	\$250 / \$500
Ind. Out of Pocket Max *	None		\$1,000 **/ \$3,000 **	\$1,500 ** / \$3,000 **
Fam. Out of Pocket Max*	None		\$2,000 **/ \$6,000 **	\$3,000 ** / \$6,000 **
Lifetime Maximum	Unlimited		Unlimited / \$1,000,000	Unlimited / \$1,000,000
* Annual Basis			** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)	** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)

PLAN LIMITS AND MAXIMUMS:	HMO Current Benefits (through 11/30/07)	HMO Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Co-Insurance	None		90% / 60% ***	*** Subject to Schedule of Maximum Allowances (SMA), i.e., the amount doctors and other health care providers in the network have agreed to accept for their services. These amounts are generally lower than what providers outside the network charge. If you go out of network, you will pay any balance above the SMA in addition to the deductible and co-insurance.

OUTPATIENT SERVICES (MEDICAL & SURGICAL)

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Doctor Office Visits	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Routine Physical Exams and Preventive Screenings	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Well-Child Care	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
X-Ray/Diagnostic tests (performed in lab or hospital)	100%	100%	90% / 60% *	90% / 60% *
Maternity Prenatal/Postnatal Care	\$3 co-payment / member for initial visit	\$10 co-payment / member for initial visit	90% after \$20 co-pay (initial visit) / 60% *	90% after \$25 co-pay (initial visit) / 60% *
OutPatient Surgery (facility charges)	100%	100% after \$100 co-pay	90% / 60% *	90% / 60% *
OutPatient Surgery (doctor services)	100%	100%	90% / 60% *	90% / 60% *
Other OutPatient Services (including chemotherapy, radiation, renal dialysis)	100%	100%	90% / 60% *	90% / 60% *
Allergy Testing / Injections / Immunizations	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Infertility Treatment, as defined by plans	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *

OUTPATIENT SERVICES (MEDICAL & SURGICAL cont'd)					
BENEFIT OVERVIEW		HMO		PPO	
		Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Physical, Speech and Occupational Therapy (60 visits Combined Annual Maximum)		100%	100%	90% / 60*	90% / 60*
Ambulance Services		100%	100%	80% / 80% *	80% / 80% *
Emergency Room Visits (life threatening illness or injury; waived if admitted as inpatient)		100%	100% after \$40 co-pay	100%	100% after \$40 co-pay
Medically Necessary Dental Services (repair from accidental injury to sound natural teeth)		100%	100%	90% / 60% *	90% / 60% *
Home Health Care		100%	100%	90% / 60% *	90% / 60% *
Skilled Nursing Care (excl. custodial care)		100%	100%	90% / 60% *	90% / 60% *
Prosthetic Devices		100%	100%	90% / 60% *	90% / 60% *

INPATIENT SERVICES (MEDICAL & SURGICAL)					
BENEFIT OVERVIEW		HMO		PPO	
		Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Hospital (Semi-Private Room), including Maternity inpatient obstetrical care		100%	100% after \$100 co- pay per admission	90% / 60% *	90% / 60% *
Physician/Surgeon/Anesthesiologist Services		100%	100%	90% / 60% *	90% / 60% *
X-Ray / Diagnostic Services		100%	100%	90% / 60% *	90% / 60% *
Facility Charges		100%	100%	90% / 60% *	90% / 60% *

BENEFIT OVERVIEW		HMO		PPO	
		Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Mental Health/Chemical Dependency/ Substance Abuse					
Combined Maximum Benefit for In/Out Mental Health and Chemical Dependency Abuse Limits		Unlimited	Unlimited	Individual Annual Maximum: \$ 5,000 Outpatient and \$25,000 Combined In and Outpatient per individual, per calendar year, and a \$100,000 lifetime maximum (benefit maximum do not apply to mental health benefits)	
Outpatient Services (unlimited)		\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	
Inpatient Mental Health/Substance Abuse (30 days/year max)		100%	100%	90% / 60% * Subject to overall plan limits stated above	
Supplemental Outpatient Mental Health/Substance Abuse: 2/lifetime; 4 hrs/night; 4 night/wk; 4 consecutive weeks		\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	

PRESCRIPTION DRUGS (WHEN FILLED AT A PARTICIPATING PHARMACY) ADMINISTERED BY PHARMACY BENEFIT MANAGER, NOT HEALTH PLAN(S)					
BENEFIT OVERVIEW		HMO		PPO	
		Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07
Generic (30 day supply at Retail)		\$5	\$7	\$5	\$7
Brand (30 day supply at Retail)		\$10	N/A	\$10	N/A
Formulary (30 day supply at Retail)		N/A	\$15 *	N/A	\$15 *
Non-Formulary (30 day supply at Retail)		N/A	\$25 *	N/A	\$25 *
Mail Order Co-Pays (90 day supply)		1 x Retail Co-pay	2 x Retail Co-pay	\$0	2 x Retail Co-pay
* If you purchase a formulary or non-formulary drug when a generic equivalent is available, you will pay the generic co-pay plus the difference in cost between the generic and the formulary/non-formulary drug.					

**Employee Contributions
Effective June 1, 2008**

Percentage of Salary (Pre-Tax)	HMO		PPO	
	Contribution Through 5/31/08	Contribution Effective 6/1/08	Contribution Through 5/31/08	Contribution Effective 6/1/08
Employee Only	.5 %	.5 %	1.5 %	1.5 %
Employee plus Child(ren)	N/A	.75 %	N/A	1.75 %
Employee plus Spouse	.5 %	1.0 %	1.5 %	2.0 %
Employee plus Family	.5 %	1.25 %	1.5 %	2.25 %
Cap	\$8 PER PAY PERIOD	None	None	

VISION BASIC BENEFITS - APPENDIX C

Eligible employees and their covered dependents may receive a routine eye examination and lenses once every calendar year, frames once every 24 months. Once the basic benefits are exhausted, additional glasses and contacts are available to participants at discounted prices through participating provider locations.

Eye Examination: \$0

Benefit includes a routine complete examination, refraction and prescription. Also, if indicated, your doctor may recommend additional procedures (such as dilation) at an additional cost to the member.

Eyeglass Lenses: \$0

Benefit includes standard uncoated plastic lenses regardless of size or power. Lens options are available for additional costs. Solid tints are covered in full.

Frames **: \$0

Members may choose a frame up to a regular retail value of \$100. Frames above \$100 regular retail price, member pays the amount over \$100 less 10%.

Contact Lenses **: \$0

Benefit includes any pair of contact lenses up to a regular retail of \$100. Contacts above \$100 regular retail are available at an additional cost.

** The applicable allowance amount may be used only once per benefit period on either eyeglasses or contacts.

LENS OPTIONS CO-PAYMENTS

Standard Progressive (No-Line Bifocal)	\$50
Polycarbonate	\$30
Scratch Resistant Coating	\$12
Ultraviolet Coating	\$12
Solid or Gradient Tint	\$ 8
Glass (Only for non-minors)	\$15
Photochromatic	\$30
Anti-Reflective Coating	\$35

DENTAL HMO BENEFITS - APPENDIX C

All new employees hired after December 1, 1999, must be in the Dental HMO for one year before changing to the Dental PPO. Employees are allowed to change plans during the annual open enrollment after one year of HMO enrollment.

Dental care is provided to eligible members and their dependent through participating designated dentist. The premium for the dental care is paid in full by Cook County.

SCHEDULE OF BENEFITS:

PREVENTIVE CARE:	Includes dental exams, x-rays and two cleanings per year are covered at 100%. Fluoride treatments for children under age 19 are also covered at 100%.
BASIC BENEFITS:	Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 75%.
MAJOR SERVICES:	Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 60%.
ORTHODONTICS:	Available to children under the age of 19 with co-payments equal to a discount of approximately 25%.
DEDUCTIBLE:	None
BENEFIT PERIOD MAXIMUM:	Unlimited

DENTAL PPO BENEFITS - APPENDIX C

Benefit Period Maximum	In-Network	Out-Of-Network *
Deductible	\$25/Individual; \$100 Family (4 individual maximum, does not apply to preventive and orthodontic services)	\$50/Individual; \$200 Family (4 individual maximum, does not apply to preventive and orthodontic services)
Preventive (No Deductible)	100% of Maximum Allowance	80% of Maximum Allowance *
Primary Services (x-rays, space maintainers)	80 % of Maximum Allowance	60% of Maximum Allowance *
Restorative Services: Routine Fillings Crowns Inlays and Onlays	80 % of Maximum Allowance 50 % of Maximum Allowance 50 % of Maximum Allowance	60% of Maximum Allowance * 50% of Maximum Allowance * 50% of Maximum Allowance *
Emergency Services (Palliative Emergency Treatment)	80 % of Maximum Allowance	80 % of Maximum Allowance *
Endodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Periodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Oral Surgery Routine Extractions Removal of Impacted Teeth (soft tissue and partial bony)	80 % of Maximum Allowance 80 % of Maximum Allowance	60 % of Maximum Allowance * 60 % of Maximum Allowance *
Prosthetics	50 % of Maximum Allowance	50 % of Maximum Allowance *
Orthodontics Lifetime Maximum	50 % up to lifetime maximum \$1250	50 % up to lifetime maximum* \$1250

* Schedule of Maximum Allowance: PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services. Out-of-network providers do not accept the Schedule of Maximum Allowances in full. Members are liable for any difference between out-of-network dentist's charges and dental provider benefit payment, in addition to the deductible and co-insurance.